

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

VICKIE M. STRINGER,

Plaintiff,

v.

SIMON & SCHUSTER, INC.

Defendant.

Civil Action No.: 1:25-cv-00670-MKV

Jury Trial Demanded

**DECLARATION OF LOURDES LOPEZ IN SUPPORT OF DEFENDANT’S
OPPOSITION TO PLAINTIFF’S MOTION TEMPORARY RESTRAINING ORDER**

I, Lourdes Lopez, make this declaration pursuant to 28 U.S.C. § 1746, and state as follows:

1. I am over the age of 18 and am competent to testify. I have personal knowledge of the facts set forth herein.

2. I submit this declaration in support of the opposition to Plaintiff’s Motion for Temporary Restraining Order (the “Application”). If called upon to do so, I could and would testify competently to the following facts set forth below.

3. I am the VP of Contracts of Simon & Schuster, LLC. (“S&S”), and have been in this position since 2022 and have been employed by S&S since 2007.

4. S&S has a series of publishing agreements with Plaintiff. The publishing agreements are outlined as follows:

- On October 20, 2003, S&S and Plaintiff entered into a publishing agreement for the works entitled “Imagine This” and “Dirty Red.” A true and correct copy of the publishing agreement is attached hereto as Exhibit “A.”

- On July 12, 2007, S&S and Plaintiff entered into a publishing agreement for the work entitled “Let That be the Reason.” A true and correct copy of the publishing agreement is attached hereto as Exhibit “B.”
- On July 17, 2007, S&S and Plaintiff entered into a publishing agreement for the work entitled Still Dirty.” A true and correct copy of the publishing agreement is attached hereto as Exhibit “C.”
- On April 1, 2009, S&S and Plaintiff entered into a publishing agreement for the work entitled “The Reason Why” and “Dirtier than Ever.” A true and correct copy of the publishing agreement is attached hereto as Exhibit “D.”
- On May 10, 2011, S&S and Plaintiff entered into a publishing agreement for the work entitled “Low Down and Dirty.” A true and correct copy of the publishing agreement is attached hereto as Exhibit “E.”
- On May 16, 2011, S&S and Plaintiff entered into a publishing agreement for the works entitled “Crackhead I” and “Crackhead II.” A true and correct copy of the publishing agreement is attached hereto as Exhibit “F.”

(collectively, the “Publishing Agreements”).

5. The parties also signed a letter amendment related to the Publishing Agreements on February 18, 2014 (“Letter Amendment”). A true and correct copy of the February 18, 2014 Letter Amendment is attached hereto as Exhibit “G.”

6. The Publishing Agreements, among other things, expressly grant S&S the exclusive rights to publish the works including the right to exercise or license the rights set forth in paragraph 2. *See e.g.*, Exh A. at ¶ 1(a); Exh. B at ¶ 1(a); Exh. C at ¶ 1(a); Exh. D at ¶ 1. Exh. E at ¶ 1; Exh. F at ¶ 1.

7. S&S has also continued to issue royalty payments to Plaintiff, and Plaintiff has continued to accept them.

8. On June 11, 2025, Plaintiff emailed my counsel and stated, “I’m filing a TRO today.” A true and correct copy of Plaintiff’s email is attached hereto as Exhibit H.

9. If this Court enters a temporary restraining order, S&S's ongoing business operations will be disrupted because S&S will be forced to remove books from shelves and databases. The injunction would also disrupt contractual relationships with retailers and sublicensees and cause confusion among consumers.

28 U.S.C. § 1746 Declaration

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on June 16, 2025.

DocuSigned by:
Lourdes Lopez
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Lourdes Lopez